EXHIBIT 74

From: [/O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP

(FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=7FBBD87E41E74905B602C034352C4573-H653]

Sent: 6/14/2022 6:28:41 PM

To:

CC: [/o=ExchangeLabs/ou=Exchange Administrative Group

[FYDIBOHF23SPDLT]/cn=Recipients/cn=edbd7345163248a28c3add5f875f46a6-A3I9];

[/o=ExchangeLabs/ou=Exchange Administrative Group

(FYDIBOHF23SPDLT)/cn=Recipients/cn=a0aefe6eb27547c1a50bdc8a5cbeccf5-ERNG);

[/o=ExchangeLabs/ou=Exchange Administrative Group

[FYDIBOHF23SPDLT)/cn=Recipients/cn=06301ac754d9406f8b824004dc2907d9-R28V]; Hoffman, Debra A.

(CMS/OAGM) [/o=ExchangeLabs/ou=Exchange Administrative Group

(FYDIBOHF23SPDLT)/cn=Recipients/cn=e56dd9a5aead445a90f2860f243558b8-H115];

Subject:

LRFP 220606 Health Insurance Exchange Public Education and Outreach - Award

Attachments: 75FCMC18D0046_75FCMC22F0003(executed 06-14-2022).pdf; 75FCMC18D0046_75FCMC22F0003 Attachment 3 -

Contractor Conflict of Interest.docx; 75FCMC18D0046_75FCMC22F0003 Attachment 1 - Task Order Doc,pdf;

75FCMC18D0046_75FCMC22F0003 Attachment 2 - SOW.pdf

Congratulations on the award of Task Order 75FCMC22F0003 Health Insurance Exchange Public Education and Outreach under IDIQ 75FCMC18D0046. Funds in the amount of are provided to perform work under in the attached SOW Base Task and are allocated on a Time and Materials basis with a POP of 06/14/2022-06/13/2023.

Seth Edlavitch will be the COR and Debra Hoffman will be the CO on this task order, our contact information is included in Attachment 1.

Please confirm receipt of this email and attachments.

Thank you,

Contract Specialist
Division of Beneficiary Support Contracts
Office of Acquisition and Grants Management (OAGM)
Centers for Medicare and Medicaid Services (CMS)
7500 Security Boulevard
Baltimore, MD 21244

CMS confidential information—for official use only—not to be disseminated. INFORMATION NOT RELEASEABLE TO THE PUBLIC UNLESS AUTHORIZED BY LAW: This information has not been publicly disclosed and may be privileged and confidential. It is for internal government use only and must not be disseminated, distributed, or copied to persons not authorized to receive the information. Unauthorized disclosure may result in prosecution to the full extent of the law. If you are not an intended recipient, or have received this message in error, please delete it without reading it and please do not print, copy, forward, disseminate or otherwise use the information. Also, please notify the sender that you have received this communication in error.



Highly Confidential CMS-ADS-0000018746

IMPORTANT:	Mark al	packages and papers w	ith contract and/or or	der numbers.					1	4
1. DATE OF OF		2. CONTRACT NO. (If any 75FCMC18D0046	v)		6. SHIP TO:					
06/14/202 3. ORDER NO. 7.5FGMC 2.2		3	4. REQUISITION/F		Not Applicable					
7500 SEC	AGG, CURIT	dress correspondence (a) ,DBSC Y BLVD., MS: B: 21244-1850	3-30-03		b. STREE	ETADD	RESS			
					a CITY				d, STATE	e. ZIP CODE
7. TO:		2			t. SHIP VI	IA				
a. NAME OF CO	ONTRACT	ron					8 TV	PE OF ORDER		
b. COMPANY N	AME				□a.PU	RCHA		L CI ONCLI	X b. DELIVERY	
g. STREET ADD	RESS				REFERE	NCE Y	OUR		reverse, this deliv	nstructions on the ery order is ions contained on
d. CITY	3		e STATE	f. ZIP CODE	and condi	itions s	e following on the terms pecified on both sides of the attached sheet, if		this side only of the issued subject to conditions of the a contract.	is form and is the terms and
		PPROPRIATION DATA			10 REQU	HSITIO	NING OFFICE			
a. SMALL	CLASSIF	ICATION (Check appropria b. OTHER THAN SMALL ED g. WOMEN-OV	c. DISADVA	s (WOSB)	OMEN-OWNER		☐ e HUBZone	1049	12, F.O.B. PO	NT
VETER	AN-OWN	13. PLACE OF	DER THE WOSB PROG	RAM 14. GOVERNMENT B/L	NO.	-	15. DELIVER TO F.O.B.	POINT	16. DISCOU	NT TERMS
a INSPECTION Destinat		b. ACCEPTAN Destina	The state of the s				ON OR BEFORE (Dat	(e)		
				17. SCHEDULE (S	ee reverse for	Reject	tions)			STATE SULTIPLE TO
ITEM NO. (a)		347.96.11.254	ES OR SERVICES (b)		QUANTITY ORDERED (c)	1 12 20 EE	UNIT PRICE (e)	2000	OUNT (f)	QUANTITY ACCEPTED (0)
	UEI: Pursu Contr shall Publi	ID Number: Lant to the Terescot 75FCMC18D0 L provide "Healic Education are inved	0046, the cor	ntractor Exchange						
	18. SHI	PPING POINT		19 GROSS SHIPPING	WEIGHT		20. INVOICE NO.		1,-	17(h) TOTAL (Gont.
			2	1. MAIL INVOICE TO:			l.			pages)
	a. NAM		HHS, CMS, OF	M				9		
SEE BILLING INSTRUCTIONS ON REVERSE	b, STR (or P.O	EET ADDRESS h	ttp://www.ip							17(i) GRAN TOTAL
	G. CITY				d STA	ATE	e ZIP CODE	s		•
22. UNITED		, n	eather M.		ed by Heather	M.	23. NAME (Typed)	PERMON		
AMERIC	ABY (Sig	anatural	obertson -S	Robertson -S Date: 2022.06	.14 10:53:03 -0	04'00'	HEATHER RO		FFICER	
AUTHORIZED FO	OR LOCAL	REPRODUCTION							OPTIONAL F	ORM 347 (FeV 2/2012)

ORDER FOR SUPPLIES OR SERVICES Case 1:23-cv-00108-LMBc/FAul Pockment 827013 Filed 06/14/24 Page 4 of 20 PageID# 19613

PAGE NO

IMPORTANT: Mark all packages and papers with contract and/or order number DATE OF ORDER CONTRACT NO. ORDER NO. 75FCMC18D0046 75FCMC22F0003 ITEM NO. QUANTITY UNIT SUPPLIES/SERVICES UNIT QUANTITY AMOUNT ORDERED PRICE ACCEPTED (a) (f) accordance with the attached Statement of Work (SOW). Funds in the amount of are provided to perform work under the Base Year Base Task (Task 1 and Task 2) in the attached SOW and are allocated on a Time and Materials basis. Please see the following attachments: Attachment 1 - Task Order Award Document with Not to Exceed Total Attachment 2 - Statement of Work with Schedule of Deliverables Attachment 3 - Contractor Conflict of Interest Reg Identifier: P CAN Number: 5991265 Appropriation: 75-X-0511 Object Class: 25235 Component ID: 203 Fiscal Year: 22 Project #: 001874 Sequence #: 004 Period of Performance: 0001 0.00 Base Year Product/Service Code: R426 0001AA Base Year Base Task Product/Service Code: R426 0001AB Base Year Optional Task 1 Option Amount: Option Line Item) Product/Service Code: R426 0001AC Base Year Optional Task 2 Option Amount: (Option Line Item) Product/Service Code: R426 0001AD Base Year Optional Task 3 option Amount: (Option Line Product/Service Code: R426 Continued ...

TOTAL CARRIED FORWARD TO 1ST PAGE (ITEM 17(H)) AUTHORIZED FOR LOCAL REPODUCTION PREVIOUS EDITION NOT USABLE

PHONAL FORM 348 (Rev. 4/2006) Prescribed by GSA FAR (48 CFR) 53.213(f) ORDER FOR SUPPLIES OR SERVICES

Case 1:23-cv-00108-LMBc. Page 5 of 20 PageID# 19614

PAGE NO

IMPORTANT: Mark all packages and papers with contract and/or order number DATE OF ORDER CONTRACT NO ORDER NO. 75FCMC18D0046 75FCMC22F0003 ITEM NO. QUANTITY UNIT SUPPLIES/SERVICES UNIT QUANTITY **AMOUNT** ORDERED PRICE ACCEPTED (a) (e) (g) 000LAE Base Year Optional Task 4 Option Amount: (Option Line Item) Product/Service Code: R426 0002 Option Year 1 Option Amount: \$0.00 (Option Line Item) Product/Service Code: R426 0002AA Option Year 1 Base Task Option Amount: (Option Line Product/Service Code: R426 0002AB Option Year I Optional Task 1 Option (Option Line Item) Product/Service Code: R426 0002AC Option Year I Optional Task 2 Option Amount: Option Line Product/Service Code: R426 0002AD Option Year 1 Optional Task 3 Option Amount: (Option Line Product/Service Code: R426 0002AE Option Year 1 Optional Task 4 Option Amount: Option Line Item) Product/Service Code: R426 0003 Option Year 2 Option Amount: \$0.00 (Option Line Item) Product/Service Code: R426 Continued ... TOTAL CARRIED FORWARD TO 1ST PAGE (ITEM 17(H)) \$0.00

AUTHORIZED FOR LOCAL REPODUCTION PREVIOUS EDITION NOT USABLE

OPTIONAL FORM 348 (Rev. 4/2006) Prescribed by GSA FAR (48 CFR) 53 213() ORDER FOR SUPPLIES OR SERVICES

Case 1:23-cv-00108-LMScWEBuleQGBNPRIBARON3 Filed 06/14/24 Page 6 of 20 PageID# 19615

IMPORTANT: Mark all packages and papers with contract and/or order numbers DATE OF ORDER CONTRACT NO. ORDER NO.

ITEMA NA	7.5FCMC1.8D0.04.6	QUANTITY	UNDT		MC22F0003	OTALITIES
ITEM NO.	SUPPLIES/SERVICES (b)	ORDERED	(d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
003AA	Option Year 2 Base Task Amount: Option Line Item) Product/Service Code: R426				Option	
003AB	Option Year 2 Optional Task 1 Amount: Option Line Item) Product/Service Code: R426				Option	
003AC	Option Year 2 Optional Task 2 Amount: (Option Line Item) Product/Service Code: R426				Option	
003AD	Option Year 2 Optional Task 3 Amount: (Option Line Item) Product/Service Code: R426				Option	
003AE	Option Year 2 Optional Task 4 Amount: (Option Line Item) Product/Service Code: R426				Option	
	TOTAL CARRIED FORWARD TO 1ST PAGE (ITEM 17(H))				\$0.00	

AUTHORIZED FOR LOCAL REPODUCTION PREVIOUS EDITION NOT USABLE

OPTIONAL FORM 348 (Rev. 4/2006) Prescribed by GSA FAR (48 CFR) 53 2137)

ATTACHMENT 3 CONTRACTOR/OFFEROR CONFLICT OF INTEREST

(OCT 2020)

(Contractor/Offeror) – In accordance with Solicitation/Contract Section C.3.XV, please include all of the following information contained herein (A. through D.) with your proposal submission or during contract performance, as required. (NOTE: A response must be provided even if no conflict exists). Because all of the information to be submitted cannot be contained in this template, a Table of Contents shall be provided with your submission. Use of this actual template is not required.

This template is provided as a sample of the type of information CMS requires for adequate analysis. If the contractor/offeror uses its own template or form, the offeror/contractor should ensure that, at a minimum, the information that would have otherwise been captured in this template is provided.

been captured in this template is provided.

NAME OF OFFEROR/CONTRACTOR/SUBCONTRACTOR:

DATE SUBMITTED:

SUBMISSION TYPE:

□ Initial Submission for Offerors (Solicitation) □ Revised Submission for Contractors (Post-award)

SOLICITATION #:

CONTRACT #:

A. DESCRIPTION OF CORPORATE AND ORGANIZATIONAL STRUCTURE;

Contractors/Offerors shall provide:

- High level organizational charts that show the complete corporate organizational structure of the Contractor/Offeror, to include parent and affiliated (as defined in FAR 2.101) organizations, as applicable;
- 2. Internal organization chart of the entity performing the work; and,
- 3. Narrative explanation of structure/ownership.

B. DESCRIPTION OF ALL ACTUAL, POTENTIAL, AND/OR APPARENT COIS AND FINANCIAL INTERESTS/RELATIONSHIPS;

Contractors/Offerors shall provide the following:

- COI OVERSIGHT PROCESS: Describe the COI oversight process including, but not limited to, how the contractor identifies and resolves organizational and personal COIs (See Section C.3.XV).
- 2. DISCLOSURE OF CONTRACTS THAT COULD POSE AN ACTUAL, POTENTIAL, AND/OR APPARENT COI: Disclose all current/active and known future non-foreign contracts that give rise to an actual, potential, and/or apparent COI, for itself, its parent(s) and affiliate(s) (as defined in FAR 2.101), including potential subcontracts. Please copy all lines below the header for each listed contract using the table below:

Prime Contractor or Subcontractor other Relationship?	Name of Customer with which you are under contract	Contract #	Period of Performance	Total Contract Value	*COI Actual, Potential or Apparent	**Type of COI UA, BG and/or IO (See below)

Description of Supplies/Services:

Explanation: Provide explaination as to why the contract is or is not a conflict and provide mitigation (see #4 below) as applicable

- * State whether any disclosed COI is:
 - Actual.
 - · Potential, and/or
 - Apparent COI
- ** State whether the Actual, Potential or Apparent conflict is:
 - UA Unequal Access,
 - BG Biased Ground Rules, or
 - IO Impaired Objectivity.

Page | 1

Case 1:23-cv-00108-LMB-JFA Document 823-13 Filed 06/14/24 Page 8 of 20 PageID# 19617

(See Solicitation/Contract Section I.M for definition of COI and explanation of UA, BG, IO)

FINANCIAL INTERESTS/RELATIONSHIPS: As defined in Section C.3.XV., any organizational Financial
Interests/Relationships that cause an actual, potential, and/or apparent UA, BG and/or IO conflict of interest shall be
disclosed in sufficient detail for the Government's independent analysis using the table below.

Name of entity with which you have a Financial Interest / Relationship	*COI Actual, Potential or Apparent	** Type of COI UA, BG and/or IO
---	------------------------------------	------------------------------------

Description of Financial Interest or Relationship:

Explanation: Provide explaination as to why the relationship is or is not a conflict and provide mitigation (see #4 below) as applicable.

- * State whether any disclosed COI is:
 - · Actual,
 - Potential, and/or
 - Apparent COI
- ** State whether the Actual, Potential or Apparent conflict is:
 - UA Unequal Access,
 - · BG Biased Ground Rules, or
 - IO Impaired Objectivity.

(See Solicitation/Contract Section I.M for definition of COI and explanation of UA, BG, IO)

- 4. CONFLICT OF INTEREST MITIGATION (See Solicitation/Contract Section C.3.XV.1.b for definition of "Mitigation"): For each actual, potential, and/or apparent UA, BG and/or IO conflicts of interest identified in B.2. or B.3. above, provide a proposed mitigation plan for Contracting Officer consideration. The mitigation plan shall include the following, at a minimum:
 - a. Description of the COI including whether it is actual, potential or apparent;
 - b. Rationale for identification of one (1) or more of the three (3) types of COIs (UA, BG and/or IO);
 - c. Mitigation strategy for COI;
 - d. Time frames for resolving the COI; and
 - e. Plan for monitoring COIs.

PERSONAL CONFLICTS OF INTEREST (PCI) - See Solicitation/Contract Section C.3.XV.1.b for definition

PCI DISCLOSURES & ANALYSIS: The Contractor/Offeror shall ensure that the organization has analyzed each
PCI Financial Disclosure to determine whether actual, potential, and/or apparent PCIs exist. Information should be
gathered and analyzed for all governing body members (e.g., board of directors, trustees, etc) and principals of the
organization as defined by FAR 52.203-13 and for each manager and key personnel who would be, or are involved with
the performance of the contract.

To assist in the identification and analysis, the offeror/contractor should consider the following, at a minimum, in determining if personal conflicts of interest are present. This information shall <u>not</u> be disclosed to the Government.

- Assets, sources of income, outside positions, etc for self, spouse/domestic partner and/or any dependent;
- Assets and healthcare related income arrangements or agreements to include healthcare related stock, bond, sector fund, employer or business fees, commissions, honoraria, real estate investment, for self, spouse/domestic partner and/or any dependent;
- Liabilities for self, spouse/domestic partner and/or any dependent;
- Non-employer healthcare travel-related reimbursements or gifts;
- Mitigation Plan: In the event a PCI is identified, disclosure and mitigation shall be provided in B.4 above with the removal of individual names.

Page 2

Case 1:23-cv-00108-LMB-JFA Document 823-13 Filed 06/14/24 Page 9 of 20 PageID# 19618 D. SUBCONTRACTORS (Pre and Post award):

The Prime Contractor/Offeror shall be responsible for conducting an analysis of each of its Subcontractors' COI submissions in order to ensure that the Subcontractor can perform services conflict-free. The Prime Contractor/Offeror shall include each of its Subcontractors' analysis with its proposal. The Prime Contractor shall not submit the underlying Attachment 3 Subcontractor disclosures to CMS.

The Prime Contractor's/Offeror's analysis of each Subcontractor's COI submission shall include:

- · Whether the Subcontractor responded to all of the COI submission criteria stated herein;
- A determination of whether an actual, potential and/or apparent UA, BG and/or IO COI has been, or must be, mitigated;
- An analysis of each Subcontractor's mitigation strategy; and,
- If a COI must be mitigated, a recommendation to the Contracting Officer of the acceptability of the mitigation strategy.

Page | 3

Statement of Work

The Centers for Medicare & Medicaid Services (CMS), Department of Health and Human Services, Health Insurance Exchange Public Education and Outreach.

I. Scope

A. Background

The Affordable Care Act and Exchanges

The Affordable Care Act established Affordable Insurance Exchanges (Exchanges) to provide individuals with access to health insurance coverage beginning January 1, 2014. An Exchange is an entity that facilitates the purchase of Qualified Health Plans (QHP) by qualified individuals. Exchanges provide competitive marketplaces for individuals to directly compare and purchase private health insurance options based on price, quality, and other factors.

The Affordable Care Act provides States with significant flexibility in the design and operation of their Exchanges to best meet the unique needs of their citizens. States can choose to operate as a State-based Marketplace (SBM), or the Secretary of the United States Department of Health and Human Services (HHS) will establish and operate a Federally-facilitated Marketplace (FFM) for any State that does not elect to operate a State-based Marketplace. In an FFM, the State may pursue a partnership model, where a State may administer and operate certain Exchange activities associated with plan management and/or consumer assistance and outreach. The partnership model is designed for states that are planning to transition to a SBM in the near future.

If a state is not approved or conditionally approved as a SBM, the law directs the Secretary of HHS to facilitate the establishment of an Exchange in that state (i.e., a Federally-facilitated Marketplace (FFM)). CMS is responsible for facilitating application, eligibility and enrollment in private health insurance plans in the FFM states at *Healthcare.gov* for consumers. In FFM states, CMS is responsible for facilitating application, eligibility and enrollment in private health insurance plans at HealthCare.gov for consumers during the Marketplace annual Open Enrollment Period planned for November 1, 2022 through December 15, 2022 (Open Enrollment dates subject to change).

In addition to annual Open Enrollment Period (OEP) outreach, CMS is responsible for facilitating application, eligibility and enrollment in private health insurance plans at HealthCare.gov during the Marketplace Special Enrollment Period (SEP). A Special Enrollment Period begins the day after the conclusion of the annual (OEP). It is a time outside the annual Open Enrollment Period (OEP) when individuals can sign up for health insurance. Individuals qualify for a Special Enrollment Period (SEP) if they have had certain qualifying life events, including loss of health coverage, moving, getting married, having a baby, adopting a child, up to 150% of the Federal Poverty Level (FPL), or uninsured. Depending on a consumers Special Enrollment Period qualifying event, the consumer may have 60 days before or 60 days following the qualifying event to enroll in a plan.

Case 1:23-cv-00108-LMB-JFA Document 823-13 Filed 06/14/24 Page 11 of 20 PageID# 19620

75FCMC18D0046/75FCMC22F0003 Attachment 2 – Statement of Work

This task order will provide Public Education and Outreach Campaigns across the FFM states that have elected to *not* establish a SBM. CMS is responsible for communicating and establishing outreach and education channels for the uninsured as well as those looking to reenroll in plans – motivating them to purchase private insurance plans at *Healthcare.gov*. Task 1 will provide a Public Education and Outreach Campaign to encourage consumers to enroll or re-enroll in a health plan during the annual Open Enrollment Period (OEP). Task 2 will provide a Public Education and Outreach Campaign to encourage eligible consumers to enroll or re-enroll in a health plan during a Special Enrollment Period (SEP) outside of the OEP for those who qualify. The Contractor shall manage these efforts and may be engaged to support additional outreach related to the *Healthcare.gov* Public Education and Outreach Campaign or future legislation requiring outreach for health insurance as specified by CMS.

Target Audiences

Customers to the FFM are expected to be a mix of previously uninsured as well as returning customers planning to re-apply and re-enroll in health insurance plans. Thus, customers are likely to have a range of knowledge about health insurance, how to shop for it and how to compare policies. *Healthcare.gov* is designed to overcome those hurdles, by creating a single location where the uninsured and re-enrollees can make a comparison of plans available in their area and find out about their eligibility for financial assistance.

The campaigns should reach a multi-cultural audience, including general market, African American (AA), English speaking Latinos, and Asian American, Native Hawaiian, Pacific Islanders (AANHPI) in their native languages. The campaign will also expand our reach to populations adversely effected by healthcare disparities, such as low-income audiences.

Task 2 will provide a Public Education and Outreach Campaign to reach those who are eligible for a Special Enrollment Period. A Special Enrollment Period is a time outside the yearly Open Enrollment Period when individuals can sign up for health insurance. Individuals qualify for a Special Enrollment Period if they have had certain qualifying life events, including loss of health coverage, moving, getting married, having a baby, adopting a child, up to 150% of the Federal Poverty Level (FPL), or uninsured. Depending on a consumers Special Enrollment Period qualifying event, the consumer may have 60 days before or 60 days following the qualifying event to enroll in a plan.

B. Purpose

The purpose of Task 1 is to execute a Healthcare.gov Public Education and Outreach Campaign to reach those eligible for Marketplace coverage in the FFM states during the Open Enrollment Period.

The purpose of Task 2 is to execute a Public Education and Outreach Campaign to reach those who are eligible in FFM states for a Special Enrollment Period outside the yearly Open Enrollment Period.

During the period of performance, the Contractor shall develop plans around the following key performance indicators (KPI); building direct response list (e.g., email capture, short message service (sms), auto-dial, etc), performance and cost metrics and enrollment. Task 1 and Task 2 campaigns shall include a multi-media effort designed to motivate the target audiences – both the uninsured and

re-enrollees - to enroll in a health insurance plan.

II. Requirements (Task 1 and Task 2)

A. Objectives/Tasks to be performed

The Contractor shall develop and execute integrated *Healthcare.gov* Public Education and Outreach Campaigns to reach the target audiences during the Open Enrollment Period and Special Enrollment Period through a variety of outreach and education channels, with a major emphasis on paid media and digital strategies. Throughout the entire task order, CMS will provide input and approve all stages of development and implementation of the campaign and associated deliverables.

Task 1 and Task 2 outreach shall be designed to effectively achieve the KPI's as defined in the Purpose section.

The Contractor shall implement fully integrated, public outreach and education efforts, with a major emphasis on paid media, including cutting edge digital strategies, to motivate the uninsured, reenrollees to subscribe to the Healthcare.gov direct response listsery (e.g., email capture) and to enroll/re-enroll in a health insurance plan. Tactics during Task 1 and Task 2 shall include a robust digital conversion strategy. Paid tactics, shall include, but not be limited to television, search, social, video, and display. Digital tactics shall run across mobile and desktop platforms. The Contractor should consider all tactics that are appropriate for achieving the KPI's previously defined.

Post award, CMS may assess any privacy impacts to consumers based on recommended digital channels. CMS will supply a Privacy Questionnaire to be completed by potential Digital Vendors under the task order. The Contractor shall work with all such Digital Vendors to complete the CMS Privacy Questionnaire. The digital strategy shall also include unique and innovative ideas, including working with the CMS digital/social media team, to drive current enrollees to HHS° online and social media properties, (e.g. www.facebook.com/healthcaregov, www.youtube.com/healthcaregov, www.youtube.com/healthcaregov, www.twitter.com/healthcaregov, and other channels as necessary to promote re-enrollment.

The Contractor shall focus on:

- A paid strategy across a variety of channels which includes engaging and unique content that will resonate across the target audience.
- Methods to monitor, track and optimize the digital paid media spend on a day-by-day and weekly basis with ongoing creative testing through both performance (drive-to-site) and persuasion (awareness building) tactics. The methods shall include sophisticated digital analytics, which shall include but not limited to automatic and manual daily optimization, regular creative testing across all digital platforms to determine best performance, and daily spending reports. The Contractor shall work with CMS to set conversion metrics in advance and continually evaluate to improve performance over time. The Contractor shall be prepared to provide both a written digital media performance report a minimum of two (2) times per week and daily written updates on the performance of digital creative assets and work with CMS to optimize the paid digital spend as appropriate. The report shall include performance by platform, performance by partner, and performance by creative. For each type of platform (i.e.,

search, social, display) the report shall include but not limited to spend, impressions, clicks, click through-rate, cost per click, number of acquisitions and cost per acquisition. The data shall be reported by week and cumulatively. The data in the report shall be no more than 48 hours old. For example, if the report is due on Friday, the data needs to be through Wednesday.

- Working with the CMS digital/social media team to supplement the development
 of Healthcare.gov content for HHS social media channels as appropriate and other
 tactics to increase the likelihood of viewing and sharing of Healthcare.gov social
 media content by consumers and stakeholders (e.g., CMS partners, states, nongovernmental organizations (NGOs), etc.).
- Tactics to monitor the tone/sentiment of the Healthcare.gov-related dialogue occurring online and methods to guide the conversation as appropriate.

Over the course of Task 1 and Task 2, and as part of the overall paid media plans, the Contractor shall work with search, social, video and display and analytics vendors, as appropriate, to deliver paid digital media plans that utilize segmentation, geographic and/or other demographic-targeting strategies to further increase the likelihood of reaching the uninsured and motivating them to enroll.

Budget Level

The Contractor shall develop paid media plans for the overall outreach and public education plan for Task 1 and Task 2 based on the provided budget levels. The paid media plans shall employ a variety of media tactics and be scalable. The provided budget levels for Task 1 and Task 2 shall include, as appropriate, labor, media, other direct costs (ODCs), and travel.

Creative Development

The Contractor shall develop creative assets (e.g., television, search, social, video, display) that resonate across the target segment and help to support the brand – making *Healthcare.gov* recognizable across multiple possible consumer touch points. The creative shall continue to reinforce that *Healthcare.gov* is the source for uninsured consumers and re-enrollees to explore health insurance coverage options that fit their needs, the availability of financial assistance, and the deadlines associated with Task 1 (Open Enrollment Period) and Task 2 (Special Enrollment Period).

In order to resonate with targeted audiences, creative concepts should be a departure from typical government communications. Concepts are expected to convey a cutting-edge, forward-thinking tone. Campaign concepts/themes shall have the capacity to be placed across multiple mediums. The Contractor shall produce a robust amount of digital creative assets to be rotated into the digital platforms as the advertising is continuously optimized.

Research

The Contractor shall develop an in-depth understanding of the various uninsured consumer audiences in order to further develop and shape messaging and branding. Audience segmentation and message testing analyses have been performed by CMS. As such, CMS does <u>not</u> anticipate the need for the Contractor to develop an exploratory research agenda, nor to be responsible for the testing of their developed creative concepts. The Contractor shall coordinate with CMS' research contractor for the testing (e.g., focus groups) of creative concepts/materials as needed.

Case 1:23-cv-00108-LMB-JFA Document 823-13 Filed 06/14/24 Page 14 of 20 PageID# 19623

75FCMC18D0046/75FCMC22F0003 Attachment 2 – Statement of Work

CMS also manages the fielding of a Marketplace tracking survey to monitor campaign awareness, beliefs about *Healthcare.gov*, and the intentions of the uninsured to enroll. Upon request, the Contractor shall be prepared to provide the necessary input into the survey's battery of questions and, as appropriate, utilize data from the tracking survey to inform/modify Marketplace campaign strategies and tactics so as to increase the likelihood of the uninsured and re-enrollees to enroll.

Earned Media Support

CMS anticipates the Contractor shall provide support for earned media activities (e.g., local and/or national media pitching, media tours, developing drop-in articles, etc.) in close coordination with CMS' Office of Communications' Media Relations Group as appropriate.

The Contractor shall provide an earned media strategy for Task1 (Open Enrollment Period) with the goal of generating awareness at the launch and subsequent focus on the key deadlines. The Contractor shall also provide support for organizing two (2) radio media tours (RMT) and two (2) satellite media tour (SMT) during the Open Enrollment Period. The Contractor shall also provide an earned media strategy for Task 2 (Special Enrollment Period) with the goal of generating awareness about the Special Enrollment Period for those who qualify and key deadlines. The Contractor shall provide support for organizing two (2) radio media tours (RMT) and two (2) satellite media tour (SMT) during the Special Enrollment Period.

SMT's will take place virtually or in the HHS studio. As appropriate, for SMT's and RMT's, the Contractor shall be responsible for pitching, buying satellite time, producing, and providing hair and makeup consultation for the spokesperson. The Contractor shall work with CMS to plan the timing of the RMT's and SMT's so as to maximize potential media coverage of *Healthcare.gov*.

The Contractor shall have the capability to monitor the tone of the national- and state-level coverage of *Healthcare,gov* and incorporate changes into the campaign plan as appropriate. The Contractor shall deliver to CMS, on a weekly basis, Marketplace tracking reports that monitor Marketplace-related stories (quantity, quality and sentiment/favorability) and associated media impressions.

Partnerships

CMS does not anticipate the Contractor dedicating significant resources to partner recruitment and development with non-profit organizations, non-governmental organizations, or corporations during the period of performance. CMS will retain primary responsibility for outreach to Federal and State partners, non-governmental organizations/advocacy groups, and corporations.

However, should the Contractor have existing or highly prospective relationships with media related vendors or partners that are in a position (i.e., have the commitment/interest level and operational capability) to successfully augment paid media Marketplace efforts, those relationships shall further be developed on a joint basis between the media vendor/partner, the Contractor, and CMS. If during the course of the negotiations with media vendor/partner, Marketplace partnering opportunities (e.g., value-adds with a media vendor/partners, non-paid media partnerships with sister networks, or media company foundation initiatives) become available, CMS will work with the Contractor to evaluate each opportunity and jointly develop the partner relationship if deemed appropriate by CMS.

Collaboration and Support

During the period of performance, the Contractor shall be aware that CMS intends to award a separate contract/task order to a multicultural marketing and communications Contractor to develop a public education and outreach *Healthcare.gov* campaign targeted to Spanish reliant Latino audiences. The Spanish-language Contractor will develop separate creative assets and media plans to motivate Spanish reliant Latino audiences to enroll in a health insurance plan at *CuidadoDeSalud.gov* during the Open Enrollment Period (Task 1) and Special Enrollment Period (Task 2). While CMS expects minimal messaging confusion and spill given the distinct demographics and media channels, the Contractor shall coordinate with the Spanish-language Contractor to leverage the Healthcare.gov-related activities and experience of each firm, and ensure no duplication of effort.

In addition, the Contractor shall be required to collaborate with other CMS staff, or external groups and partners. The Contractor's assistance may also be required to support CMS staff in the preparation of ad-hoc tasks such as preparing briefing materials for senior CMS officials which could include, but are not limited to, details on the Healthcare.gov media buys, creative strategies, or other outreach tactics as appropriate.

B. Project Deliverables – Task 1 and Task 2

CMS requires technical, professional services for the development, implementation, operation, and management of *Healthcare.gov* Public Education and Outreach Campaigns. The Contractor shall provide these services in a tight timeframe with little or no margin of error for missing deadlines:

- Kick-Off Meeting: The purpose of this meeting is to review project expectations, deliverables and due dates.
- Campaign Execution Plan & Timeline: The Contractor shall provide to the Contracting Officer Representative (COR) a Campaign Execution Plan & Timeline which details the Campaign's key deliverables and deadlines during the period of performance and include the critical path items, key decision points/dates and dependencies.

The campaign plan and timeline shall articulate the actions that the Contractor will take to ensure that CMS is fully engaged in the planning, development, clearance and oversight of the campaign for each major media and outreach tactic.

Additionally, this plan and timeline shall ensure efficiency in coordinating Marketplacerelated activities across the Contractor, Subcontractors, the Spanish reliant Latino marketing and communications contractor, and CMS.

Creative Development, Production and Finalized Materials: A CMS-generated Marketplace
messaging document shall be provided to the Contractor at the time of award. Suggested edits to
the Marketplace messaging document must be approved by CMS before any creative concept
development by the Contractor.

Task 1 – Open Enrollment Period

The Contractor shall provide two (2) distinct digital creative concepts for CMS to consider. The creative concepts shall include television, digital video, display and social. CMS will review and approve all concepts prior to testing. Qualitative testing of any

Case 1:23-cv-00108-LMB-JFA Document 823-13 Filed 06/14/24 Page 16 of 20 PageID# 19625

75FCMC18D0046/75FCMC22F0003 Attachment 2 – Statement of Work

concepts will be the responsibility of CMS' research contractor.

Task 2 – Special Enrollment Period
The Contractor shall provide two (2) distinct di

The Contractor shall provide two (2) distinct digital creative concepts for CMS to consider. The creative concepts shall include television, digital video, display and social. CMS will review and approve all concepts prior to testing. Qualitative testing of any concepts will be the responsibility of CMS' research contractor.

Production of approved concepts for Task 1 and/or Task 2 shall occur only after CMS approval. The Contractor shall deliver CMS approved creative executions based on the approved media plan. Throughout the campaign, the Contractor shall produce a robust amount of digital creative assets to be rotated into the digital platforms as the advertising is continuously optimized.

The Contractor shall traffic creative executions according to the approved paid advertising/media plans only upon approval from CMS. Upon approval, copies of all final creative materials shall be sent to CMS in accordance with #7 below.

Any creative materials that will be posted on a website shall be created within 508 compliance guidelines.

4. Paid Advertising/Media Buy Plans:

The Contractor shall provide the paid advertising/media buy plans for Task 1 (Open Enrollment Period) and Task 2 (Special Enrollment Period) as referenced in section II.A. The media buy plans for the Marketplace shall provide coverage for the FFM states that have elected not to administer their own state-based marketplace. CMS will review and approve the details of the media buy plans, including the recommended media vehicles/mix for the principal target audiences. The Contractor shall provide the final approved Marketplace media buy plan to CMS. The paid media planning process may include the engagement of social media vendors, vendors of web-based interactive technologies, and vendors of web measurement and customization technologies (Digital Vendors). In order that CMS may assess any privacy impacts to consumers, CMS will supply a Privacy Questionnaire to be completed by potential Digital Vendors under the task order. The Contractor shall work with all such Digital Vendors to complete the CMS Privacy Questionnaire. The Contractor shall not use, engage, or buy the services or products of any such Digital Vendor until the vendor has completed the CMS Privacy Questionnaire and the Contracting Officer has approved the Contractor's engagement of the Digital Vendor. The Contractor shall require any Digital Vendor it engages (with the Contracting Officer's approval) to immediately submit a revised or updated CMS Privacy Questionnaire upon any change in the Digital Vendor's responses to the CMS Privacy Questionnaire or any change in the Digital Vendor's business practices, policies, etc. that otherwise would affect the manner in which the Digital Vendor uses, discloses, stores, or maintains consumer data to which it has access by virtue of its work in relation to this task order. The Contractor shall provide daily written updates (via email to CMS), and two (2) times a week written Digital Reports. The daily updates shall typically focus on the performance of digital creative assets and suggestions to optimize the digital media buy plan as appropriate. The Digital Reports shall include performance by platform, performance by

Case 1:23-cv-00108-LMB-JFA Document 823-13 Filed 06/14/24 Page 17 of 20 PageID# 19626

75FCMC18D0046/75FCMC22F0003 Attachment 2 – Statement of Work

partner, and performance by creative. For each type of platform (e.g., search, social, display) the Digital Report shall include, but not be limited to; spend, impressions, clicks, click-through-rate, cost per click, number of acquisition and cost per acquisition. The data shall be reported by week and cumulatively. The data in the report shall be no more than 48 hours old. For example, if the report is due on Friday, the data needs to be through Wednesday. The Contractor shall provide updates to the media buy plans as directed by CMS.

- 5. Earned Media Plan: The Contractor shall provide an earned media plan for the Open Enrollment Period and Special Enrollment Period as referenced in section II.A. CMS will review and approve the details of the plan, the recommended tactics, timeline and budget. The Contractor shall provide the final approved earned media plan to CMS.
- 6. Monthly Expenditure Report and Status Report: The Contractor shall provide to the COR and Contract Specialist (CS) an monthly expenditure report and status report during the Period of Performance (POP). The Expenditure Report shall include, but not be limited to:
 - · Funding spent or obligated to date
 - Expected expenditures over the next 30 days
 - Funding remaining in task order
 - · Correlation of activities to costs
 - Status of current activities and deliverables
- 7. Final Materials to be supplied to CMS for Archival Purposes: The Contractor shall provide to the COR all finalized creative materials, including supporting paperwork regarding usage rights and contacts for renewing usage rights. Materials files include:
 - Native graphic files and all supporting high-resolution artwork and fonts. Files shall be Macintosh platform in InDesign, Adobe Photoshop, and Adobe Illustrator or other software, if requested.
 - Final creative materials that shall be made available electronically or viewed via media broadcast shall be created within 508 compliance guidelines.
- 8. Regular/Weekly Status Updates with CMS: The Contractor shall participate in weekly status meetings/conference calls with CMS to report progress on campaign performance, deliverables, tasks, and risk mitigation issues. The Regular/Weekly status calls will occur via remote technology. The Contractor shall also provide a separate weekly Marketplace tracking report, including digital and earned media. The Contractor shall be required to meet with CMS staff virtually or in person throughout the period of performance on an "as needed" basis.
- 9. Comprehensive Open Enrollment Period Project Completion Report with Recommendations for Future Campaigns: The Contractor shall provide to the COR a comprehensive project completion report that shall include "lessons learned" and recommendations for future campaigns. This report shall include a comprehensive evaluation and assessment of the effectiveness of the campaign. This evaluation will assess individual tactics to determine their overall efficiency and impact on enrollment.

10. Comprehensive Special Enrollment Period Project Completion Report with Recommendations for Future Campaigns: The Contractor shall provide to the COR a comprehensive project completion report that shall include "lessons learned" and recommendations for future campaigns. This report shall include a comprehensive evaluation and assessment of the effectiveness of the campaign. This evaluation will assess individual tactics to determine their overall efficiency and impact on enrollment.

Schedule of Deliverables - Task 1 and Task 2

Project Deliverable number	Deliverable Summary	Timing
1	Kickoff Meeting	Within 5 business days of award
2	Campaign Execution Plan & Timeline	2 weeks from award
3	Creative Development, Production, and Finalized Materials	Ongoing
4	Draft Marketplace Paid Advertising/Media Buy Plans for Task 1 and Task 2	6 weeks from award
4	Final Marketplace Paid Advertising/Media Buy Plans (Task 1)	8 weeks from award
4	Final Marketplace Paid Advertising/Media Buy Plans (Task 2)	16 weeks from award
4	Digital Media Reports	2 times per week
4	Privacy Questionnaire (TPWA)	Single delivery per vendor/tool in advance of final media buy
5	Draft Earned Media Plan for Task 1 and Task 2	4 weeks from award
5	Final Earned Media Plan (Task 1)	6 weeks from award
5	Final Earned Media Plan (Task 2)	12 weeks from award
6	Monthly Expenditure and Status Reports	15 th day following the end of the month
7	Final Ads/Materials to be supplied to CMS for Archival Purposes	Ongoing
8	Regular/Weekly Status Updates, including weekly campaign performance updates, with CMS staff in Baltimore & D.C	Weekly and as necessary- Ongoing
8	Weekly Marketplace tracking reports, including digital and earned media	Weekly-Ongoing
9	Comprehensive Open Enrollment Period Project Completion Report with Recommendations for Future Campaign	30 days after the end of Open Enrollment
10	Comprehensive Special Enrollment Period Project Completion Report with Recommendations for Future Campaign	December 1, 2022

Schedule of Deliverables - Option Year 1

Project Deliverable number	Deliverable Summary	Timing
1	Kickoff Meeting	Within 5 business days of award
2	Campaign Execution Plan & Timeline	2 weeks from award
3	Creative Development, Production, and Finalized Materials	Ongoing
4	Draft Marketplace Paid Advertising/Media Buy Plans for Task 1 and Task 2	6 weeks from award
4	Final Marketplace Paid Advertising/Media Buy Plans (Task 1)	8 weeks from award
4	Final Marketplace Paid Advertising/Media Buy Plans (Task 2)	16 weeks from award
4	Digital Media Reports	2 times per week
4	Privacy Questionnaire (TPWA)	Single delivery per vendor/tool in advance of final media buy
5	Draft Earned Media Plan for Task 1 and Task 2	4 weeks from award
5	Final Earned Media Plan (Task 1)	6 weeks from award
5	Final Earned Media Plan (Task 2)	12 weeks from award
6	Monthly Expenditure and Status Reports	15 th day following the end of the month
7	Final Ads/Materials to be supplied to CMS for Archival Purposes	Ongoing
8	Regular/Weekly Status Updates, including weekly campaign performance updates, with CMS staff in Baltimore & D.C	Weekly and as necessary- Ongoing
8	Weekly Marketplace tracking reports, including digital and earned media	Weekly-Ongoing
9	Comprehensive Open Enrollment Period Project Completion Report with Recommendations for Future Campaign	30 days after the end of Open Enrollment
10	Comprehensive Special Enrollment Period Project Completion Report with Recommendations for Future Campaign	December 1, 2023

Schedule of Deliverables - Option Year 2

Project Deliverable number	Deliverable Summary	Timing
1	Kickoff Meeting	Within 5 business days of award
2	Campaign Execution Plan & Timeline	2 weeks from award

Highly Confidential CMS-ADS-0000018763

3	Creative Development, Production, and Finalized Materials	Ongoing
4	Draft Marketplace Paid Advertising/Media Buy Plans for Task 1 and Task 2	6 weeks from award
4	Final Marketplace Paid Advertising/Media Buy Plans (Task 1)	8 weeks from award
4	Final Marketplace Paid Advertising/Media Buy Plans (Task 2)	16 weeks from award
4	Digital Media Reports	2 times per week
4	Privacy Questionnaire (TPWA)	Single delivery per vendor/tool in advance of final media buy
5	Draft Earned Media Plan for Task 1 and Task 2	4 weeks from award
5	Final Earned Media Plan (Task 1)	6 weeks from award
5	Final Earned Media Plan (Task 2)	12 weeks from award
6	Monthly Expenditure and Status Reports	15 th day following the end of the month
7	Final Ads/Materials to be supplied to CMS for Archival Purposes	Ongoing
8	Regular/Weekly Status Updates, including weekly campaign performance updates, with CMS staff in Baltimore & D.C	Weekly and as necessary- Ongoing
8	Weekly Marketplace tracking reports, including digital and earned media	Weekly-Ongoing
9	Comprehensive Open Enrollment Period Project Completion Report with Recommendations for Future Campaign	30 days after the end of Open Enrollment
<u>1</u> 0	Comprehensive Special Enrollment Period Project Completion Report with Recommendations for Future Campaign	December 1, 2024

C. Optional Tasks: Enhanced Media Buy

Optional Task 1:

The primary focus of the optional task during the period of performance will be to develop an enhanced media buy for Task 1 and/or Task 2. An enhanced media buy would serve to expand the media buy approved and increase media weights as appropriate given the availability of media inventory and costs.

CMS will review and approve all changes related to the enhanced media buy.